

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT, IN
AND FOR PALM BEACH COUNTY,
FLORIDA.

CASE NO. 75-474 CA (L) 01 C

VILLAGE MANAGEMENT, INC.

Plaintiff

vs.

WALTHAM-A CONDOMINIUM ASSOCIATION,
INC., et al

Defendants

and

UNITED CIVIC ORGANIZATION, INC.,

Intervenor

ORDER

This cause came before the court on a joint motion to provide transportation system services, filed by Plaintiff, Village Management, Inc., and Intervenor, United Civic Organization, Inc. A hearing was held of which all interested parties were given notice and the opportunity to appear. At this hearing 279 Defendant Associations out of 284 introduced resolutions supporting Intervenor's Motion for Transportation. The remaining five Defendant Associations who did not approve such a resolution are still subject, however, to their Stipulated Final Judgment of March 10, 1981, which states that "all parties" shall be bound if there is a "clear consensus" of the parties to provide services. From the testimony, the Court finds a clear consensus of the overwhelming majority of interested parties that a transportation system should be provided within Century Village at West Palm Beach, thus conferring jurisdiction on this court pursuant to its Order of March 10, 1981. Under Ch. 718, F.S. Sections 718.111(2), (3) and 718.115 and the Association By-Laws, the costs of providing transportation services, are valid common expenses of each Defendant Association.

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WHEREFORE, it is hereby ordered as follows:

1. The parties shall perform and carry out their respective duties as provided in the attached contract between United Civic Organization, Inc. and Village Management, Inc.

2. The costs of said transportation system shall be a common expense of each Defendant Condominium Association. Each Defendant Association is ordered to forward payment of their pro rata share of these costs to the UNITED CIVIC ORGANIZATION, INC. Payments shall be made quarterly pursuant to the attached schedule.

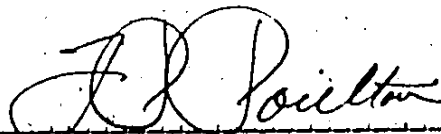
3. Should the cost of operation of the transportation system exceed the revenues allowed under this order then United Civic Organization, Inc., may increase its assessments over the attached schedule as follows:

(a) Written notice of any increase must first be delivered to each Defendant Association and parties to this action at least thirty (30) days prior to the implementation of the increase.

(b) Any party objecting to the increase must do so within twenty (20) days of receiving said notice by filing a motion with this Court. The increase shall become effective unless an objecting party can show the court that the proposed increase is excessive or unlawful.

4. The court shall retain jurisdiction in this matter to enforce the provisions of this order and the stipulated final judgment of March 10, 1981, entered in this cause.

SO ORDERED this 6 day of June, 1983.


CIRCUIT COURT JUDGE

copies furnished to:
George H. Bailey, Esquire
Rodney Tennyson, Esquire
John R. Young, Esquire

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Defendant Association
Quarterly Assessments

<u>Association</u>	<u>No. of Units/Bldg</u>	<u>*Quarterly Assessments</u>
Andover A - I	26/Bldg.	\$390
Andover J - M	24/Bldg.	\$360
Bedford A - G	26/Bldg.	\$390
Bedford H - K	24/Bldg.	\$360
Berkshire A, B	26/Bldg.	\$390
Berkshire C	24/Bldg.	\$360
Berkshire D, E, F, I, J, K	20/Bldg.	\$300
Berkshire H	16/Bldg.	\$240
Cambridge A, D, F, I	24/Bldg.	\$360
Cambridge B, E, G, H	26/Bldg.	\$390
Cambridge C	20/Bldg.	\$300
Camden B, C, G, H, I, J, L, N	26/Bldg.	\$390
Camden D	16/Bldg.	\$240
Camden E, F	24/Bldg.	\$360
Camden M, O, P, K	20/Bldg.	\$300
Canterbury A, B, E, F	26/Bldg.	\$390
Canterbury C, D, J, K	24/Bldg.	\$360
Canterbury G	16/Bldg.	\$240
Canterbury H, I	20/Bldg.	\$300
Chatham A, B, C, D, E, J, K, N, O, P, S, T, U	24/Bldg.	\$360
Chatham F, G, H, I, L, M, Q, R	16/Bldg.	\$240
Coventry A - L	24/Bldg.	\$360
Dorchester A	20/Bldg.	\$300
Dorchester B - K	24/Bldg.	\$360
Dover A, B, C Assoc.	240/Bldg.	\$3600
Easthampton A - I	24/Bldg.	\$360
Greenbrier A, B, C	56/Bldg.	\$840
Hastings A - F, I	16/Bldg.	\$240

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Hastings G, H	20/Bldg.	\$300
Kent A - G, J - N	16/Bldg.	\$240
Kent H	20/Bldg.	\$300
kent I	26/Bldg.	\$390
Kingswood A - E	20/Bldg.	\$300
Kingswood F	26/Bldg.	\$390
Northhampton A, E, S	26/Bldg.	\$390
Northhampton B, C, D, H, K, M	16/Bldg.	\$240
Northhampton F, J, N, O, P	24/Bldg.	\$360
Northhampton G, I, L, Q, R	20/Bldg.	\$300
Norwich A - O	24/Bldg.	\$360
Salisbury A - I	24/Bldg.	\$360
Sheffield A - E, G, H, J, K, M	24/Bldg.	\$360
Sheffield F, I, L, N, O, P, Q	26/Bldg.	\$390
Somerset A, C, F, G, H	24/Bldg.	\$360
Somerset B, D, E, I, J, K, L	16/Bldg.	\$240
Southampton A, B, C	80/Bldg.	\$1200
Sussex A, B	26/Bldg.	\$390
Sussex C, D, E, J	16/Bldg.	\$240
Sussex F, G, H, I, K	20/Bldg.	\$300
Sussex L, M	24/Bldg.	\$360
Waltham A - I	24/Bldg.	\$360
Wellington A - F, L, M	42/Bldg.	\$630
Wellington G - K	56/Bldg.	\$840
Windsor A, B, F, J	20/Bldg.	\$300
Windsor C, D, E, G, I, K, N, O, P, R, S	24/Bldg.	\$360
Windsor H, L, M, Q	26/Bldg.	\$390

* Assessment to be prorated among units as a common expense based on percentage ownership of common elements. First quarter assessment due on or before July 10, 1983, to cover advance on transportation contract. Transportation services begin September 1, 1983. Quarterly assessments due and owing the 10th day of July, October, January, and April of each year.

TRANSPORTATION AGREEMENT

WHEREAS, Village Management, Inc. (hereinafter referred to as "Management") is the owner of the parameter road network within Century Village of West Palm Beach, and

WHEREAS, United Civic Organization, Inc. (hereinafter referred to as "UCO") is an organization within Century Village at West Palm Beach, who is desirous of contracting and providing transportation services to the unit owners within the Village, and

WHEREAS, the providing of transportation systems within Century Village at West Palm Beach still lies under the jurisdiction of the Court in the case of Village Management, Inc., Plaintiff, vs. Waltham-A Condominium Associations, et al, Case No. 75-474 CA (L) 01 C, Circuit Court, Fifteenth Judicial Circuit, Palm Beach County, Florida, and

WHEREAS, UCO intends to intervene as a party and place itself within the jurisdiction of the Court in said case, and

WHEREAS, the parties hereto wish to enter into this Agreement and to make it a part of any Court order in the above styled cause pursuant to a joint motion to provide transportation services.

WHEREBY, the Parties agree as follows:

1. UCO and/or its contract transportation company, shall insure, through a general liability policy in the amount of \$5,000,000, the operation of the transportation system and shall make Management a named insured of said insurance policy. The insurance policy shall be written by an underwriter licensed to do business in the state of Florida, and reasonably acceptable in form, underwriter and coverage to Management.

2. UCO and/or its contract transportation company agrees to comply with all government regulations, local, state and federal, concerning the operation and maintenance of its transpor-

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tation system and shall provide such additional insurance as required by law.

3. Pursuant to the Settlement Stipulation in the case of Waltham-A, et al vs. Century Village, Inc. Case No. 79-2880, Circuit Court of Palm Beach County, UCO and its agents and contract transportation company shall use roads commonly referred as East, West, North, South, and Century Blvd., on which to operate buses, trams and other transportation vehicles. Provided, however, Management shall not be responsible for the operation or maintenance of said transportation system and shall not be considered a partner or joint venture with either UCO or its agents or contract transportation company.

4. This Agreement is subject to a stipulation and order entered into by the parties in the case of Village Management, Inc., Plaintiff, vs. Waltham-A Condominium Association, et al, Defendants, Case No. 75-474 CA (L) 01 C, Fifteenth Judicial Circuit, Palm Beach County, Florida. Copies of which are attached hereto. Should either UCO or Management fail to perform pursuant to the provisions of this Contract, then either party may petition the court in the above styled proceeding to enforce specific performance of this contract and receive reasonable attorneys fees and costs to the prevailing party.

SO AGREED this 2 day of ^{May}~~April~~, 1983.

VILLAGE MANAGEMENT, INC.

By: [Signature]

President

Attest: [Signature]

Secretary

UNITED CIVIC ORGANIZATION, INC.

By: [Signature]

President

Attest: [Signature]

Secretary

Vice Pres.